# RJM CORPORATION FEES, TERMS, AND CONDITIONS

### **Authorizations**

- 1. A purchase order, or a written agreement of the client's commitment, for the quoted amount must be received prior to the rendering of any services. An advance payment of 20% of the quoted amount must be made prior to the start of any field services. This amount will be applied against the final invoice amount. A purchase order issued with a "not to exceed" amount will result in the termination of field services at a point that will allow personnel to return to the base facility before the imposed limit is exceeded. Issuance of a new purchase order, written verification of addition to the existing purchase order, or documentation by authorized personnel will be needed for the continued rendering of field services.
- Quotations will remain valid for acceptance for a period of 30 days from date of issuance. The amount of the price
  quote is subject to change along with changes in project scope. All quotations are subject to conditions listed under
  Field Delay Time.
- 3. RJM Corporation represents that its procedures are generally accepted practices and methods. Tests are performed on a best-efforts basis, and RJM Corporation assumes no accountability for deviations required by existing conditions beyond its direct control or field of responsibility. No guarantee or warrantee is issued, implied or intended; no responsibility is assumed for results of testing other than the accuracy of those results. Any controversies arising cannot be utilized as a reason for withholding payment. Should RJM Corporation agree that its testing was in some way materially defective, maximum liability is to repeat said test run at no additional cost. If said test run was defective because of a failure of client to supply critical information or to fulfill responsibilities, this liability does not apply.
- 4. RJM Corporation assumes no liability in connection with its services beyond the scope and limits of RJM Corporation insurances. Certificate of Insurance will be sent upon request. In no event will RJM Corporation be liable for special or any consequential damages.
- 5. Unless otherwise noted, fixed prices for test work do not include pretest or post-test conferences or consulting services follow-up. Standard rates for such services will apply unless such extra efforts are at RJM Corporation's choice.
- 6. Any modifications or additions to the aforementioned conditions shall be made in written form.
- 7. This agreement shall be governed by the laws of the State of Connecticut, to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding shall be instituted.

#### **Payments**

Terms of payment will be 20% with purchase order. Invoiced payments are due in full within 20 (twenty) days of the date of invoice. Prices are exclusive of all sales, excise or use taxes which shall be paid by your company.

#### Shipping and Insurance

All manufactured equipment is shipped F.O.B. Factory. All shipments are insured. Shipping and insurance charges will be billed by RIM Corporation and are payable by client.

#### Long-Term Projects

Once each project year all projects are subject to have their budget estimate escalated on a prorated basis in accordance with any new manpower rates or expense schedules which may be issued in that project year.

## Cancellation

- Time and Materials Client may at its option cancel Time and Material projects by providing RIM Corporation notice
  and following verbal notice provide written notice within seven days of said cancellation. Upon notice of cancellation,
  RIM Corporation will cease all work, cancel all revokable subcontracts, and prepare final billing for time and materials
  to date of cancellation. Client will pay final billing within ten days of invoice.
- 2. Fixed Price Contracts The following percentages apply to cancellation of contracts by client:

Cancellation Amount Payable

Within 10 days 11 days - 30 days After 30 days and prior to delivery of product or service 20% of Contract Amount 40% of Contract Amount 70% of Contract Amount